

# **EXHIBIT 1**

# Driving Small Business Forward with Progressive® Commercial Insurance

## Terms and Conditions

▼ Status

Published

📅 Date Published

May 9, 2022

**!!** Please note that applications for this grant program must be **submitted** no later than **June 17 at 6:00PM ET.**

Application Open	Application Closes	Application Review Period	Announcement Week
May 09, 2022	June 17, 2022	June 20, 2022 - July 22, 2022	August 15, 2022

### ▼ GENERAL

- Driving Small Business Forward Grant Program (the "Program") is sponsored and administered by Circular Board, Inc. dba Hello Alice ("Sponsor"). The partner organization for this program is Progressive Casualty Insurance Company ("Progressive Insurance" or "Partner").
- By entering this Program, you agree to be bound by these Terms and Conditions and Sponsor's determinations regarding the Program, which are final and binding.
- The Program is subject to all applicable federal, state, and local laws and is void where prohibited.
- **There is no purchase necessary or other cost to enter the Program or win a Grant.**

### ▼ ELIGIBILITY

- To be eligible to enter a business in the Program, you ("Officer") must be all of the following as of the first day of the Program Period (defined below):
  - An entrepreneur who is the leading executive (i.e. Founder and/or President, CEO, CFO, COO, or any such other similar title) of a business that meets the below business criteria;
  - A legal resident of one of the fifty United States and the District of Columbia; excluding US Territories.
  - Eighteen (18) years of age or older (19 in AL and NE).
  - Officers may **not** be a Progressive Insurance employee or immediate family member of a Progressive Insurance employee or a Hello Alice employee.

- To be eligible to participate in the Program, the business ("Entrant") must meet all of the following criteria as of the first day of the Program Period:
  - Be a small business that is majority (51%+) owned and operated by a Hispanic-identifying entrepreneur(s);
  - Have 10 or less employees;
  - Have less than \$5M in annual gross revenue; AND
  - Have a demonstrated need for a qualifying commercial vehicle to run your business.
  - Heavy trucks with Gross Vehicle Mass (GVM) over 26,000 lbs. and vehicles designed principally for use off public roads (e.g. bulldozers, farm machinery, forklifts, etc.) are **not** considered qualifying commercial vehicles for this program.
  - Businesses may **not** be an independent contractor whose primary business is for a rideshare service such as Uber or Lyft, or third-party food delivery such as UberEats, DoorDash, PostMates, Grubhub, Instacart, etc.
- The potential winners are subject to verification of eligibility by Sponsor, which may include completing associated documentation.

#### PROGRAM PERIOD

- The Program Period begins May 09, 2022 at 9:00 AM EST and ends June 17, 2022 at 6:00 PM EST.
- The time clock of the computer administering this Program is the official clock for this Program.
- Sponsor reserves the right to shorten or lengthen the Program Period for any reason in its sole discretion.

#### HOW TO ENTER

- To enter the Program, the Officer must clearly and concisely complete all sections of the online application, which consists of a series of questions about the Entrant and the Officer, by taking these steps: during the Program Period, (1) go to <https://helloalice.com/partners/progressive>; (2) create an account or log in if you already have an account; and, (3) complete and submit application ("Entry"). The full list of Entry questions can be found in the application form at <https://helloalice.com/partners/progressive>.
- All entries must be received by 6:00 PM EST on June 17, 2022 to be eligible.

Limit: One Entry per Entrant and per Officer. Multiple entries received for any Entrant or Officer after the first Entry received from that Entrant or Officer will be void.

#### ENTRY QUALIFICATIONS

- Sponsor may disqualify any Entry that, as adjudged in Sponsor's determination:
  - contains any material that is indecent, obscene, hateful, discriminatory; defamatory, slanderous, libelous, unlawful, or otherwise inappropriate;
  - is submitted in bad faith, is inappropriate, or otherwise violates these Terms and Conditions;

- is submitted by an Entrant or Officer who is ineligible or noncompliant with these Terms and Conditions; and/or,
  - is submitted by any person who tampers with or abuses any aspect of the Program or the Hello Alice website, who acts in an unsportsmanlike or disruptive manner, who violates these Terms and Conditions, or about whom a background check provides unsatisfactory results.
- If there is a dispute about who submitted an Entry, the authorized account holder of the email address used to register will be deemed to be the Officer and the business identified in the Entry will be deemed the Entrant for the Program. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. The Officer may be required to show proof of being the authorized account holder.

#### **OTHER ENTRY TERMS**

- After an Entry has been submitted, it cannot be modified in any way. Sponsor is not responsible for a delayed Entry, incomplete Entry, or an Entry which is not received, recognized, or accepted for any reason.
- Entrant retains all rights in and to its product or service, including all intellectual property rights, but no Entry may disclose any information confidential to or any trade secret of the Entrant or any third party. Sponsor will treat all information disclosed by Entrant as nonconfidential.
- By submitting an Entry to the Program, each Entrant hereby grants Sponsor and Progressive Casualty Insurance Company on behalf of Entrant and Officer a royalty-free, irrevocable, perpetual, global, nonexclusive license to use, reproduce, modify, publish, create derivative works from, and display the information in the Entry, in whole or in part, and to incorporate it into other works, in any form, media, or technology, now known or later developed, for any purpose including for promotional and marketing purposes, including on [www.helloalice.com](http://www.helloalice.com) or other Hello Alice-branded websites or social platforms, or Progressive Casualty Insurance Company branded websites or social platforms.
- The Released Parties (defined below) do not guarantee that any Entry will be used as described in the preceding license.
- The Released Parties (defined below) are not responsible for any unauthorized use by third parties of any Entry.

#### **REVIEW CRITERIA AND SELECTION OF GRANT RECIPIENTS**

Entries will be reviewed by Sponsor, Progressive Casualty Insurance Company and/or their designated agencies (“Panel”) based on the following criteria:

- Demonstrated need for funds to purchase a commercial vehicle (40%)
- Clear plan for growth as a result of this vehicle purchase (40%)
- Demonstrated commitment to customers and community (20%)

Sponsor will award Grants (defined below) to Entrants whose Entries receive the highest cumulative score (the "Grant Recipients"). The number of Grant Recipients will be 10. Grant Recipients will be notified by email or phone according to the timeline published at the beginning of these Terms and Conditions.

#### **Additional Terms:**

- Sponsor, Progressive Casualty Insurance Company and/or their designated agencies reserve the right, in their sole discretion, to conduct a brief interview with any Entrant and request for Entrant to submit additional materials relating to their Entry.
- Sponsor reserves the right to not award all grants, if in their sole discretion, they do not receive a sufficient number of eligible and suitable Entries. No details of the deliberations on individual Entries will be revealed to Entrants or the public.
- Certain Entries may be featured from time to time by Sponsor during and/or after the Program Period in Sponsor's and/or Progressive Casualty Insurance Company's social media pages and other channels, in the sole discretion of the Sponsor and/or Progressive Casualty Insurance Company; being selected as a featured Entry is unrelated to the Review Criteria and does not guarantee selection as a Grant Recipient.
- In the event of a tie, the tie will be broken based on the highest score in the first review criterion continuing thereafter to each review criterion in order, as needed to break the tie.
- Decisions of the Panel are final and may be made in its absolute and sole discretion.
- Each Grant Recipient may be required to execute and return to Sponsor an affidavit of eligibility, liability release, and, where lawful, a publicity release (collectively, the "Release"), within forty-eight (48) hours after the Sponsor's notification.
- If a potential Grant Recipient cannot be located or does not respond within forty-eight (48) hours after the Sponsor's notification, or the potential Grant Recipient rejects the grant or fails to complete the Release within the allotted time period, the grant will be forfeited and may be awarded to an alternate Grant Recipient, who is the Entrant with the next highest ranked Entry from among all remaining eligible Entries.

#### **SUMMARY OF GRANTS**

- Grant Recipients will receive a \$25,000 (USD) grant to be used toward the purchase of a commercial vehicle specifically for the Grant Recipient's business.
- Each Grant Recipient may receive recognition on the Hello Alice and/or Progressive Casualty Insurance Company platforms.
- Each Grant is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor.
- Sponsor reserves the right, at its sole discretion, to substitute property of equal or greater value for any grant (or portion of a grant) that cannot be awarded.
- Each Grant Recipient is responsible for all applicable federal, state, and local taxes, if any, as well as any other costs and expenses associated with grant acceptance and use not specified in these Terms and Conditions.

- The Released Parties make no warranties of any kind, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, with respect to any grant awarded in the Program.

### ODDS OF WINNING

The odds of being awarded a grant will depend on the number of eligible Entries received during the Program Period.

### GENERAL CONDITIONS

- Each Entrant and Officer will release, discharge and hold harmless Sponsor, Progressive Casualty Insurance Company, and their parents, affiliates, subsidiaries, advertising and promotion agencies, and funding partners, and the shareholders, directors, officers, employees, agents, and representatives of each of the foregoing (collectively, the "Released Parties"), from any and all injuries, liability, losses, and damages of any kind to persons, including death or property damage resulting, in whole or in part, directly or indirectly, from the Entrant's or the Officer's participation in the Program or any Program-related activity or the acceptance, possession, use, or misuse of any grant.
- Liability Limitation. The Released Parties are not responsible for:
  - lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries;
  - lost, interrupted or unavailable network, server, Internet Service Provider, website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Program, including errors or difficulties that may occur in connection with the administration of the Program, the processing or review of Entries, or the announcement of the Grant Recipients;
  - any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Program; and/or,
  - injury or damage to any person's computer related to or resulting from participating in this Program or downloading materials from or use of Sponsor's website or other platforms.
- Program Compromised. If any portion of the Program is compromised by virus, worms, bugs, non authorized human intervention, or other causes that, in Sponsor's determination, corrupt or impair the Program's administration, security, fairness, or proper play, or submission of Entries, Sponsor may suspend, modify, or terminate the Program and, if terminated, at its discretion, select the Grant Recipients from all eligible, non-suspect Entries received prior to the Program's compromise using the judging procedure outlined above.
- In these Terms and Conditions: "Including" means including but not limited to. "Sponsor's



determination" or "Sponsor's consent" means Sponsor's determination or Sponsor's consent, in either case, in its sole discretion.

- Program Changes. Sponsor reserves the right to modify these Terms and Conditions in order to better achieve the Program's purpose as adjudged in Sponsor's determination, without liability or obligation to Sponsor. Sponsor will give notice of Official Rule modifications on the Program official site and in these Terms and Conditions.

#### **PUBLICITY**

- By entering and participating in the Program, each Entrant and Officer permits the use of Entrant's and Officer's names and submitted content for programming, advertising, publicity, and promotional purposes in all media, now known or later created, worldwide and on the Internet, and in perpetuity by Sponsor, Progressive Casualty Insurance Company, and their designees, without compensation (unless prohibited by law) or additional consents from Entrant or Officer or any third party and without prior notice, approval, or inspection.
- Each Entrant and Officer will execute specific consent to the uses described in the previous sentence at Sponsor's or Partner's request.
- No Entrant or Officer may release on their own or through a third party any publicity or other materials regarding their participation in the Program, without Sponsor's consent.

#### **GOVERNING LAW**

Delaware law governs all issues and questions concerning these Terms and Conditions and Entrant's or Sponsor's rights and obligations in connection with the Program, and that law applies regardless of any choice-of-law principles otherwise applicable.

#### **ARBITRATION**

- Except where prohibited by law, the parties must resolve any dispute arising out of or relating to the Program or these Terms and Conditions individually and exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator under AAA's applicable arbitration rules.
- The arbitration must be held at a location in the state in which the Entrant's principal place of business is located.
- There shall be no authority for any claims to be arbitrated (for otherwise disputed) on a class or representative basis; arbitration can decide only Sponsor's or Entrant's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.
- Entrant, Officer, and Sponsor each specifically waives any right to a jury trial related to the resolution of any dispute arising out of or relating to the Program or these Terms and Conditions.
- Notwithstanding anything to the contrary in these Terms and Conditions, if the amount in dispute arising out of or relating to the Program or these Terms and Conditions is less than the jurisdictional maximum of a small claims court applicable in the state in the Entrant's principal place of business is located, an Entrant may bring an action in the small

claims court for the dispute, which will be in lieu of arbitration or an action in any other court.

#### USE OF DATA

- By participating in the Program, each Entrant and Officer acknowledges that Sponsor will collect private or personal data about the Entrant and the Officer that is submitted in the Entry (the "Private Information").
- Sponsor may collect and use the Private Information for purposes of this Program and as authorized under these Terms and Conditions. Sponsor also may share with Progressive Casualty Insurance Company this Private Information, who may collect and use such Private Information in accordance with its [Privacy Policy](#).